

1. TERMS AND CONDITIONS

1.1. Unless this order ("Order") is issued pursuant to an executed procurement agreement between AMOGY Inc., or the AMOGY Inc. entity issuing the Order ("AMOGY") and the person or entity identified as supplier ("Supplier"), this Order and any attachments are the sole agreement between AMOGY and Supplier with respect to the products ("Products") and /or services ("Services") specified herein. No other documents, including Supplier's proposals, invoices, quotations or acknowledgements become part of this Order unless approved in writing by AMOGY. No waiver of a term or condition or modification of this Order shall be binding on either party unless in writing and signed by authorized representative of each party.

2. PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

2.1. Price. If pricing is not stated on this Order or in an executed procurement agreement, then Supplier's pricing shall not exceed the lowest prices charged by Supplier to other similarly situated customers. Except as otherwise provided in this Order, such prices are inclusive of applicable value added tax and other similar taxes (collectively "VAT"), freight charges and duties.

2.2. Taxes. AMOGY shall pay or reimburse Supplier for Value Added Tax, GST, PST, Sales and Use or any similar transaction taxes imposed on the sale of Products and/or Services sold to AMOGY under this Order provided the taxes are statutorily imposed either jointly or severally on AMOGY. AMOGY shall not pay or reimburse Supplier for any taxes which are statutorily imposed on Supplier including but not limited to taxes imposed on Supplier's net or gross income, capital, net worth, property, or any employment related taxes on Supplier or Supplier's Personnel. Where Services are performed and/or Products are produced, sold or leased by Supplier in the same country as that of use by AMOGY, an Affiliate of AMOGY, or AMOGY's Customer, then invoicing and payment shall be by and between such local country entities of the parties, unless otherwise agreed upon by the parties in writing.

If AMOGY or an Affiliate of AMOGY is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by AMOGY or such Affiliate of AMOGY upon which the deduction is based shall be paid to Supplier net of such legally required deduction or withholding.

2.3. U.S. Sales and Use Tax. For U.S. purposes, and notwithstanding any language to the contrary above, prices are exclusive of Sales and Use tax. Such taxes, if applicable, shall be added separately in Supplier's invoice, and AMOGY shall remit such taxes to Supplier. Supplier will not invoice or otherwise attempt to collect from AMOGY any taxes with respect to which AMOGY has provided Supplier with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to Supplier that such taxes do not apply.

2.4. Payment Terms. AMOGY will initiate payment for conforming invoices related to the purchase of Products and/or Services or executed Purchase Order (either of which are hereinafter referred to as the "Procurement Agreement") within 30 days of the receipt of such valid and conforming invoice. AMOGY must be notified of any disputed amounts within 30 days of the receipt of the related invoice.

Payment will not constitute acceptance of Products and/or Services or impair AMOGY's right to inspect. Acceptance shall be when AMOGY deems the Products and/or Services to meet its specified criteria ("Acceptance"). AMOGY, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier's invoice, any credits, refunds or claims of any kind due AMOGY.

2.5. Invoicing. Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by AMOGY and at Supplier's sole expense, to submit invoices electronically to AMOGY or AMOGY's third-party service provider in the electronic format specified by AMOGY or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between AMOGY and the Supplier, provided that such service provider is bound by AMOGY to confidentiality obligations as to Supplier's information substantially similar to those provided under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days) after AMOGY's request, AMOGY may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.

3. SHIPMENT, DELIVERY AND IMPORT/EXPORT

3.1. Late Delivery. Supplier shall give AMOGY prompt notice of any prospective failure to ship Products or provide Services on the delivery date specified by AMOGY (the "Delivery Date").

3.2. Portion of Products/Services Available. If only a portion of Products and/or Services is available for shipment or performance to meet the Delivery Date, Supplier shall promptly notify AMOGY and proceed unless otherwise directed by AMOGY. Supplier shall be responsible for any cost increase in the shipment of Products due to its failure to meet the Delivery Date and/or if such method does not comply with AMOGY's shipping instructions.

3.3. Non-Compliant Delivery. Overshipments and/or early deliveries may be returned at Supplier's sole expense, or AMOGY may delay processing the early delivery invoice until the Delivery Date.

3.4. Supplier Compliance. Supplier will institute processes, procedures, and controls in order to ensure compliance with the compliance terms applicable to its business dealings with AMOGY including, but not limited to, the AMOGY Supplier Code of Conduct, trade and logistics requirements, AMOGY supplier requirements for safe and legal products, cybersecurity and secure supply chain requirements, social and environmental responsibility requirements, environmental safety requirements, and governmental compliance requirements, as may be provided to Supplier from time to time. Any cost or expense incurred by AMOGY due to Supplier's failure to comply with the foregoing requirements shall be the sole responsibility of Supplier. AMOGY reserves the right to modify the content of the requirements.

3.5. Trade Controls. AMOGY and Supplier will comply with all applicable export, import, customs, anti-boycott, economic sanctions, and trade- related laws and regulations of the United States, the European Union and its member states, the United Kingdom, and any other applicable jurisdictions ("Trade Controls"). To this effect, Supplier warrants that: (i) if necessary and upon AMOGY's request, it will provide AMOGY with the export classification in writing under applicable Trade Controls of any commodities, software, technology, materials, or services (i.e. the export classification under the Export Administration Regulations, International Traffic in Arms Regulations, EU List of Dual Use Items and Technology, Wassenaar Agreement's List of Dual-Use Goods and Technologies or other applicable export control list), and will notify AMOGY in writing of any future changes to the export classification information of the commodity, software, technology, material, or service; (ii) to the best of the Supplier's knowledge, the Supplier is not listed on any U.S. Government restricted parties lists, including the Entity List administered by the Commerce Department's Bureau of Industry and Security, the List of Specially Designated Nationals and Blocked Persons ("SDNs") administered by the Treasury Department's Office of Foreign Assets Control, or otherwise subject to restrictions under Trade Controls (a "Restricted Party"), and Supplier will give immediate notice to AMOGY in the event that it is so listed or restricted; and (iii) Supplier agrees that before releasing, transferring, or exporting any restricted products, material, software, technology, technical data or technical assistance that requires an export authorization under Trade Controls, (a) Supplier will obtain any required government authorization; (b) if any such restricted software, technology, technical data or technical assistance is provided by AMOGY, Supplier will obtain written authorization from AMOGY, and (c) the Supplier agrees to be the exporter of record and assumes responsibility in complying with all applicable Trade Controls. Supplier shall not, directly or indirectly, use, lend or otherwise make available the proceeds paid to it under this Order to any subsidiary, joint venture partner or other person or entity to fund or facilitate any activities of or business in violation of Trade Controls, including U.S. economic sanctions. Supplier will not provide AMOGY with any commodities, software, technology, materials (including any components), or services that are produced in/by Restricted Parties, or shipped from/through countries subject to comprehensive U.S. territorial sanctions.

3.6. Import and Customs. Supplier agrees to provide AMOGY annually, or at such other time as requested by AMOGY, a Certificate of Origin, USMCA/NAFTA Certificate, and/or similar import or export related documentation ("Customs and Related Documentation"), as applicable, for any of the items covered by this Order as may be requested by AMOGY. The Supplier agrees to defend, indemnify, cooperate and hold harmless AMOGY and its directors, officers, employees and agents from, with and against any and all actions, claims, suits, proceedings, liabilities, losses, duties, damages, fines, penalties and expenses, including without limitation attorneys fees, incurred or suffered, jointly or severally arising out of any non-compliance with the "Customs and Related Documentation" requirements above. Supplier warrants that it has complied and shall comply with the requirements set forth in the AMOGY Supplier Code of Conduct in effect and as may be amended from time to time. Supplier acknowledges that, without limiting any other rights AMOGY may have under these Terms and Conditions, should Supplier discover that Supplier is not in compliance with the AMOGY Supplier Code of Conduct, AMOGY may immediately cancel any outstanding order, in whole or in part, and terminate any other agreement or relationship it may have with Supplier.

4. CHANGES

4.1. Change or Cancellation. AMOGY may change or cancel any portion of this Order including, without limitation, quantity required, designs or specifications prior to shipment provided AMOGY gives Supplier notice. If AMOGY changes any

portion of this Order with respect to tangible Products, Supplier will revise any previously issued invoices, and all such revisions will be in accordance with the terms of the Procurement Agreement. If AMOGY cancels any portion of this Order with respect to tangible Products for any reason other than failure to perform or breach of any provision of this Order or of the Procurement Agreement by Supplier then the applicable terms in the Procurement Agreement will apply to such cancellation.

4.2. No Process or Design Changes. Supplier shall not make any process or design changes affecting Products or Services without AMOGY's prior written consent.

4.3. Forecasts. Any forecasts provided by AMOGY shall not constitute a commitment of any type by AMOGY.

4.4. Discontinuance of Products. Supplier shall provide at least twelve (12) months written notice to AMOGY prior to Supplier's discontinuance of manufacturing any Products. Such notice shall include, at a minimum, AMOGY part numbers, substitutions, and last date that orders will be accepted for such Products.

5. QUALITY

5.1. Supplier shall maintain a quality system that ensures compliance that all Products and/or Services set forth in this Order, or otherwise supplied to AMOGY, will meet the standards specified in Supplier's quality system. If requested, Supplier shall provide AMOGY with a copy of Supplier's quality system and supporting test documentation.

6. WARRANTY

6.1. Warranties. Supplier warrants that all software, Services and Products will (i) be manufactured, processed, and assembled by Supplier or its authorized subcontractors; (ii) be free from malware, known security vulnerabilities, defects in design, material and workmanship; (iii) conform to specifications and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) be new and contain first-quality components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or other intellectual property right of a third party, and (vii) all Services will be performed in a professional manner.

6.2. Survival of Warranties. Except for non-infringement in Section 6.1 (vi). above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, Acceptance, or payment by AMOGY (ii) be in effect for the longer of Supplier's normal warranty period or the one (1) year period following the date of Acceptance of the Products and/or Services by AMOGY and (iii) extend to AMOGY and its successors, assigns, and customers.

6.3. Epidemic Failure Warranty. Supplier warrants all Products against Epidemic Failure for a period of three years after AMOGY's Acceptance. Epidemic Failure means the occurrence of the same failure, defect, or nonconformity with an Order in 2% or more of Products within any three-month period.

6.4. AMOGY's Right to Inspect. AMOGY may, at any time, inspect the software, Services, or Products and associated manufacturing processes. Inspection may occur at the Supplier's facility, plant or subcontractor's plant. Supplier will inform its vendors and subcontractors of AMOGY's right to inspect and shall secure that right for AMOGY if necessary.

7. NON-COMPLYING PRODUCTS AND/OR SERVICES

7.1. Non-Compliance. Any Products or Services that are not in conformity with the requirements of an Order ("Non-Complying Products" and "Non-Complying Services", respectively), may be returned at AMOGY's option at Supplier's risk and expense. AMOGY may procure similar Products or Services in substitution for the Non-Complying Products or Services, and Supplier shall refund the cost of the Non-Complying Products and Service and reimburse AMOGY upon demand for all additional costs incurred by

AMOGY.

- 7.2. Epidemic Failure Remedy. If an Epidemic Failure occurs, all costs, including but not limited to, replacement Products, parts, upgrades, materials, labor, transportation and inventory replacement arising from an Epidemic Failure shall be borne by Supplier, regardless of whether AMOGY initiates a field stocking recall or customer based recall or retrofit, including Products in distributor inventory and AMOGY's installed base. Supplier, at its expense, will ensure that such Products, parts or upgrades have the highest shipping priority. AMOGY reserves the right to procure, upon terms it deems appropriate, similar products to substitute the affected Products, and Supplier shall promptly reimburse AMOGY for all costs, charges, prices and fees paid in purchasing the substitute products.

8. DEFAULT

- 8.1. If Supplier fails to perform or breaches any provision of this Order, or any other order or agreement with AMOGY, AMOGY may terminate the whole or any part of this Order, unless Supplier cures the breach within ten (10) business days after receipt of AMOGY's notice of breach. The term "breach" shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Supplier; (ii) appointment, with or without Supplier's consent, of a receiver or an assignee for the benefit of creditors; (iii) failure to provide AMOGY with reasonable assurances of performance on AMOGY's request; or (iv) other failure to comply with this Order. In the event that AMOGY terminates this Order in whole or in part, AMOGY may procure, Products or Services similar to the Products or Services as to which this Order is terminated. Supplier shall reimburse AMOGY upon demand for all additional costs incurred.

9. LICENSE GRANT

- 9.1. If Products include software, firmware or documentation, Supplier hereby grants to AMOGY a non-exclusive, irrevocable, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into AMOGY products, and to sublicense such rights to third parties.
- 9.2. Requirements of Third Party Licenses. Supplier shall identify all licenses and deliver to AMOGY all materials required to meet the requirements of any licenses for third party software that is included in the Products. Supplier shall deliver to AMOGY the source code for any software licensed under a license that has a source availability requirement (such as the GNU General Public License). If the source code is not included with the material that Supplier has previously delivered, Supplier shall deliver within seven (7) days after AMOGY's request the source code for any software licensed under an open source license that has a source availability requirement. Supplier grants AMOGY the right to duplicate and distribute the materials as necessary.

10. INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION

- 10.1. General Indemnification. Supplier agrees to protect, defend, indemnify and save AMOGY harmless from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of Supplier hereunder.

AMOGY agrees to protect, defend, indemnify and save Supplier harmless from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of AMOGY hereunder.

- 10.2. Intellectual Property Indemnification. Supplier agrees to defend, indemnify, and hold harmless AMOGY and its affiliates, subsidiaries, assigns, agents, subcontractors,

distributors and customers (collectively "Indemnitees") from and against all allegations, claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that Supplier's Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys' fees) incurred by AMOGY and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.

- 10.3. Infringing Products or Services. If the use of any Products or Services is enjoined (collectively, "Infringing Products"), Supplier shall at its expense procure the right for AMOGY to continue using or receiving the Infringing Products. If Supplier is unable to do so, Supplier shall at its expense (and at Indemnitees' option): (i) replace the Infringing Products with non-infringing Products or Services of equivalent form, function and performance; or modify the Infringing Products to be non-infringing without detracting from form, function or performance; or (ii) if unable to replace or modify the Infringing Products, refund in full all monies paid by AMOGY for the Infringing Products and pay all reasonable costs incurred by AMOGY in replacing the Infringing Products.

- 10.4. Removal of AMOGY's Trademarks. Supplier shall remove from all Products rejected, returned or not purchased by AMOGY, AMOGY's name and any of AMOGY's trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such Products by Supplier.

- 10.5. Insurance. During the performance of this Order, Supplier will maintain in full force and effect, at Supplier's expense, Workers' Compensation insurance as required by law or regulation, having jurisdiction over Supplier's employees. If Workers' Compensation is through a Social Scheme, which is any compulsory insurance program administered and enforced by government, Supplier agrees to be in full compliance with such laws. Employer's Liability insurance in amounts not less than the local currency equivalent of

U.S. \$1,000,000. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against AMOGY. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by AMOGY. Such policy or policies shall provide a coverage minimum of U.S.

\$1,000,000 per occurrence. Each policy shall name AMOGY, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to AMOGY. Upon demand by AMOGY, Supplier shall promptly supply AMOGY with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by Supplier under this Order, or the lack or unavailability of any other insurance, limit or diminish in any way Supplier's obligations or liability to AMOGY hereunder.

- 10.6. Confidential Information. "Confidential Information" includes all information designated by the disclosing Party ("Discloser") as confidential, the existence and the terms and conditions of this Order, and including but not limited to, all information or data concerning the Products and/or Services, general business plans, customers, costs, forecasts, and profits. Except as required for such Party's performance of this Order, the Party receiving Confidential Information ("Receiving Party") shall not use or disclose any Confidential Information obtained from Discloser or otherwise prepared or discovered by the Receiving Party and shall protect the confidentiality of Confidential Information with the same degree of care as the Receiving Party uses for its own similar information, but no less than reasonable care.

- 10.7. Publicity. Supplier shall not make or authorize any news release, advertisement, or other disclosure to any third party which shall deny or confirm the existence of this Order or reveal the terms of this Order without prior written consent of AMOGY.

10.8. Access to Information Systems. Access, if any, to AMOGY's Information Systems is granted solely to perform the Services under this Order, and is limited to those specific AMOGY Information Systems, time periods and personnel as are separately agreed to by AMOGY and Supplier from time to time. AMOGY may require Supplier's employees, subcontractors or agents to sign individual agreements prior to access to AMOGY's Information Systems. Use of AMOGY Information Systems during other time periods or by individuals not authorized by AMOGY is expressly prohibited. Access is subject to AMOGY business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other AMOGY Information Systems is expressly prohibited. This prohibition applies even when a AMOGY Information System that Supplier is authorized to access, serves as a gateway to other Information Systems outside Supplier's scope of authorization. Supplier agrees to access Information Systems only from specific locations approved for access by AMOGY. For access outside of AMOGY premises, AMOGY will designate the specific network connections to be used to access Information Systems.

11. DATA SECURITY AND PRIVACY

11.1. Supplier will implement and maintain privacy and security measures to protect Amogy Data, Services and Products in accordance with the policies of Amogy.

11.2. Supplier shall only collect, store, transfer, share, view, access or otherwise process ("Process") AMOGY Data and access information systems to the extent and manner necessary to provide the Services, software or Products, in accordance with AMOGY's instructions, including as set out in this Order. Any access to or use of AMOGY information systems or Processing of AMOGY Data by or on behalf of Supplier for any other purpose shall be deemed a material breach of the Agreement by Supplier. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove AMOGY Data, AMOGY information system, or Product unless authorized in writing by AMOGY. Supplier shall ensure all Processing of AMOGY Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot Process AMOGY Data or provide Services or Products in accordance with such Applicable Laws and these terms then Supplier shall immediately notify AMOGY in writing.

11.3. Supplier shall comply with Amogy's security breach notification requirements as may be provided to Supplier from time to time.

12. GOVERNMENTAL COMPLIANCE

12.1. General. Supplier will at all times comply with all federal, state, local and foreign laws, rules and regulations applicable to its obligations under this Order and, if applicable, its manufacture of Products. Supplier shall furnish to AMOGY all information

required to enable AMOGY to comply with such laws, rules, and regulations in its use of the Products and Services or reasonably requested by AMOGY to confirm compliance with such laws, rules and regulations or with the provisions of this Order.

12.2. Security. Without limiting Section 12.1, Supplier warrants that in all countries in which Supplier does business, its operations and shipments comply with all applicable laws and regulations regarding security. To the extent applicable to Supplier's business, Supplier agrees to implement the Security Recommendations set forth by the U.S. Customs Service Customs-Trade Partnership against Terrorism ("CTPAT")(<https://www.cbp.gov/border-security/ports-entry/cargo-security/CTPAT>) or equivalent security guidelines. In addition, Supplier shall meet or exceed security requirements designated by AMOGY. Supplier and AMOGY may perform a formal, documented security compliance audit on an annual basis, with the first audit taking place upon AMOGY's request at any time after Supplier's acceptance of this Order. Supplier shall immediately notify AMOGY in writing of any area where it fails to meet the applicable recommendations of C-TPAT or equivalent security guidelines, or the AMOGY Security requirements. Upon notification of Supplier's failure to comply, whether by Supplier or through an audit or AMOGY inspection, AMOGY may either terminate the Order or grant a waiver of the requirement for a limited time to allow Supplier to become compliant.

12.3. Accessibility. Supplier warrants that all Products will meet the requirements set forth in all federal, state, local and foreign laws, rules, and regulations applicable to accessibility of information technology for people with disabilities. Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Order.

12.4. Invoice Certification. When and if requested by AMOGY, as a condition precedent to payment thereof, Supplier shall separately certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables will be produced in compliance with same."

13. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

13.1. Chemical Substances. Supplier warrants that: (i) each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by Supplier for Products shall be provided to AMOGY prior to shipment of the Products and shall be complete and accurate.

14. MISCELLANEOUS

14.1. No Assignment. Supplier shall not delegate or assign its rights or obligation without AMOGY's prior written consent. Any attempted delegation or assignment by Supplier without such consent shall be void.

14.2. Choice of Law. This Order shall be interpreted and

governed by the domestic laws of the state of New York or the province or country where the Products or Services are delivered or performed.

- 14.3. Limitation of Liability. To the extent permitted by applicable law, in no event will either Party, including its subsidiaries be liable to the other Party for any lost revenues, lost profits, incidental, consequential, special or punitive damages.
- 14.4. Non-Restrictive Relationship. AMOGY shall not be precluded from independently developing, acquiring from other third parties, distributing or marketing other Products or Services which may perform the same or similar functions as the Products or Services provided under this Order.

15. ANTI-CORRUPTION LAWS

- 15.1. Supplier agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other applicable anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier (collectively, and with related regulations, the "Anti-Corruption Laws"), and that it shall not in connection with the transactions contemplated by this Order make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage in violation of Anti-Corruption Laws. Supplier further agrees that it will not take any action which would cause AMOGY to be in violation of any Anti-Corruption Laws. Supplier will promptly notify AMOGY if it becomes aware of any such violation and indemnify AMOGY for any losses, damages, fines or penalties that AMOGY may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, AMOGY may suspend or terminate the Order at any time without notice, liability, or indemnity. Supplier shall, upon AMOGY's request, allow AMOGY to conduct periodic audits of Supplier's books and records to ascertain compliance with applicable Anti-Corruption Laws. This provision will survive termination of the Order for any reason. Each of Supplier's employee, agent, representative, subcontractor, or other party who has been or will be engaged by Supplier in connection with this Order will be made aware of the above obligations; will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, Supplier is and will be responsible for and will indemnify AMOGY to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this Order and their corresponding agreement with Supplier.
16. Supplier understands and acknowledges that failure to comply with or being found by AMOGY at AMOGY's sole discretion, to be incapable of complying with Supplier's industrial security obligations under this Order shall constitute a material breach of this Order and AMOGY shall have the unilateral right to terminate this Order for cause or require Supplier to implement and give to AMOGY a satisfactory remediation and mitigation plan. Such plans shall become part of Supplier's Obligations under this Order, including, but not limited to, AMOGY's right to audit.